DEPARTMENT OF DEFENSE

GENERAL SERVICES ADMINISTRATION

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

48 CFR Part 53

[FAC 2005-89; FAR Case 2015-025; Item IV; Docket No. 2015-0025, Sequence No. 1]

RIN 9000-AN11

Federal Acquisition Regulation; Revision to Standard Forms for Bonds

AGENCIES: Department of Defense (DoD), General Services

Administration (GSA), and National Aeronautics and Space

Administration (NASA).

ACTION: Final rule.

SUMMARY: DoD, GSA, and NASA are issuing a final rule to amend five Standard Forms prescribed by the Federal Acquisition Regulation (FAR) for contracts involving bonds and other financial protections. The revisions are aimed at clarifying liability limitations and expanding the options for organization types.

DATES: Effective: [Insert date 30 days after date of publication in the FEDERAL REGISTER].

FOR FURTHER INFORMATION CONTACT: Ms. Kathlyn J. Hopkins,
Procurement Analyst, at 202-969-7226, for clarification of
content. For information pertaining to status or
publication schedules, contact the Regulatory Secretariat

Division at 202-501-4755. Please cite FAC 2005-89, FAR Case 2015-025.

SUPPLEMENTARY INFORMATION:

I. Background

DoD, GSA, and NASA published a proposed rule in the Federal Register at 80 FR 63485 on October 20, 2015, soliciting public comments on clarifying liability limitations and expanding the options for organization types on Standard Forms (SFs) 24, 25, 25A, 34, and 35. The proposed rule addressed concerns that surety bond producers may be adversely affected by differing Federal Agency views on the proper type of organization to indicate on these Standard Forms when the subject business was a limited liability company (LLC), an increasingly prevalent form of business in the construction industry. The proposed rule added a box labelled "Other: (Specify)" to the "Type of Organization" block on each of the five forms (SFs 24, 25, 25A, 34, and 35) in order to expand the range of business types to include not just LLCs, but others, as they evolve.

In addition, given recent questions from the construction industry regarding the appropriate value to report in the "Liability Limit" block on these Standard Forms, the proposed rule added clarifying instructions to the appropriate SFs (24, 25, and 25A). Finally, the

proposed rule made various editorial corrections to the existing instructions.

Three respondents submitted public comments.

II. Discussion and Analysis

The Civilian Agency Acquisition Council and the Defense

Acquisition Regulations Council (the Councils) reviewed the

public comments in the development of the final rule. A

discussion of the comments is provided as follows:

A. Summary of significant changes

There were no changes made to the rule as a result of the comments received.

B. Analysis of public comments

1. Support for the rule

Comment: Three respondents expressed support for the changes, highlighting their helpfulness to the procurement process, both by reducing confusion and by promoting efficient completion of forms. Moreover, two respondents affirmed that LLCs were a common type of business within the construction industry.

Response: The Government notes the public support for this rule.

2. Clarification of liability limit.

Comment: One respondent, while applauding the improvements proposed for the forms' instructions, suggested additional clarifications. The respondent noted that sureties that provide bonds must hold a Certificate of Authority, and be identified as such in the U.S. Treasury Circular 570, which sets forth the underwriting limitations for each company. Pursuant to 31 CFR 223.11, a surety bond producer may write a bond in excess of its underwriting limitation if exceptions such as co-surety arrangements or reinsurance coverages exist. The respondent's specific concern was that a contracting officer might, upon comparing the amount in the "Liability Limit" block to the surety producer's underwriting limit, reject the bond without exploring the applicability of exceptions.

Response: The Government appreciates this concern, but notes that the proposed rule included instructions that clearly differentiate between individual sureties and cosurety arrangements, and how to complete the "Liability Limit" block in each case. Additionally, the instructions refer to the Treasury's list (Circular 570). Note (b) in Circular 570 specifically addresses the relationship between penal sum (face amount) and underwriting limitations, as well as exceptions and protections (co-

insurance, reinsurance, or other methods in accordance with 31 CFR sections 223.10 and 223.11).

III. Executive Orders 12866 and 13563

Executive Orders (E.O.s) 12866 and 13563 direct agencies to assess all costs and benefits of available regulatory alternatives and, if regulation is necessary, to select regulatory approaches that maximize net benefits (including potential economic, environmental, public health and safety effects, distributive impacts, and equity).

E.O. 13563 emphasizes the importance of quantifying both costs and benefits, of reducing costs, of harmonizing rules, and of promoting flexibility. This is not a significant regulatory action and, therefore, was not subject to review under section 6(b) of E.O. 12866, Regulatory Planning and Review, dated September 30, 1993.

This rule is not a major rule under 5 U.S.C. 804.

IV. Regulatory Flexibility Act

DoD, GSA and NASA have prepared a Final Regulatory Flexibility Analysis (FRFA) consistent with the Regulatory Flexibility Act 5 U.S.C. 601, et seq. The FRFA is summarized as follows:

The final rule amends five Standard Forms to provide more choices for organization types on five Standard Forms and to clarify instructions; the action's objective is to make the forms more reflective of current forms of business in the construction industry.

There were no significant issues raised by the public in response to the Initial Regulatory Flexibility Analysis provided in the proposed rule.

The final rule applies to all entities, both small and other than small, performing as contractors or subcontractors on U.S. Government contracts that require bonds and other financial protections. The Federal Procurement Data System indicates that the U.S. Government awarded 3,495 new construction contracts that required bonds and other financial protections from October 1, 2014 through August 4, 2015. Approximately 78 percent (2,711) of the total awards (3,495) were awarded to small entities (comprised of 1,687 unique small entities).

There are no reporting or recordkeeping requirements associated with this rule. There were no significant alternatives identified that would meet the objective of the rule. However, the small entities will not be materially affected by this rule, as it simply allows all businesses to choose from a broader array of organization types.

Interested parties may obtain a copy of the FRFA from the Regulatory Secretariat Division. The Regulatory Secretariat Division has submitted a copy of the FRFA to the Chief Counsel for Advocacy of the Small Business Administration.

V. Paperwork Reduction Act

This rule affects the information collection requirements in the provisions at FAR 28.1 and 28.2; 52.228-1; 52.228-2; 52.228-13, 52.228-15; and 52.228-16, currently approved under OMB Control Number 9000-0045, titled: Bid Guarantees, Performance, and Payments Bonds, in accordance with the Paperwork Reduction Act (44 U.S.C. chapter 35). The impact, however, is negligible, because this rule simply provides additional choices for offerors

in characterizing their organization types on SFs 24, 25, 25A, 34, and 35, as well as clarifying what offerors should specify in terms of liability limits.

List of Subjects in 48 CFR Part 53

Government procurement.

Dated: June 30, 2016.

William F. Clark,
Director,
Office of Government-wide
Acquisition Policy,
Office of Acquisition Policy,
Office of Government-wide Policy.

Therefore, DoD, GSA, and NASA amend 48 CFR part 53 as set forth below:

1. The authority citation for 48 CFR part 53 continues to read as follows:

PART 53-FORMS

Authority: 40 U.S.C. 121(c); 10 U.S.C. chapter 137; and 51 U.S.C. 20113.

2. Amend section 53.228 by revising paragraphs (a) through (g) to read as follows:

53.228 Bonds and insurance.

* * * * *

- (a) <u>SF 24 (Rev. 8/2016)</u> <u>Bid Bond</u>. (See 28.106-1.) SF 24 is authorized for local reproduction and can be found in the GSA Forms Library at http://www.gsa.gov/forms.
- (b) SF 25 (Rev. 8/2016) Performance Bond. (See 28.106-1(b).) SF 25 is authorized for local reproduction and can be found in the GSA Forms Library at http://www.gsa.gov/forms.
- (c) <u>SF 25A (Rev. 8/2016)</u> <u>Payment Bond</u>. (See 28.106-1(c).) SF 25A is authorized for local reproduction and can be found in the GSA Forms Library at http://www.gsa.gov/forms.
- (d) SF 25B (Rev. 10/83), Continuation Sheet (For Standard Forms 24, 25, and 25A) (See 28.106-1(d).) This

form can be found in the GSA Forms Library at http://www.gsa.gov/forms.

- (e) SF 28 (Rev. 6/03) Affidavit of Individual Surety. (See 28.106-1(e) and 28.203(b).) SF 28 is authorized for local reproduction and can be found in the GSA Forms Library at http://www.gsa.gov/forms.
- (f) SF 34 (Rev. (8/2016) Annual Bid Bond. (See 28.106-1(f).) SF 34 is authorized for local reproduction and can be found in the GSA Forms Library at http://www.gsa.gov/forms.
- (g) SF 35 (Rev. 8/2016) Annual Performance Bond.

 (See 28.106-1.) SF 35 is authorized for local reproduction and can be found in the GSA Forms Library at http://www.gsa.gov/forms.

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3. Revise section 53.301-24 to read as follows: 53.301-24 Bid Bond.

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_ _	NAME & ADDRESS		STATE OF INCORPORATION LIABILITY LIMIT (\$)		
SURETY	SIGNATURE(S)	1.	2.	Corporate Seal	
SUR	NAME(S) & TITLE(S) (Typed)	1.	2.	CCui	

- 1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General
- 2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- 3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _ dollars).
- 4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.
- (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.
- (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
- 5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- 6. Type the name and title of each person signing this bond in the space provided.
- 7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

 STANDARD FORM 24 (REV. DATE) BACK

4. Revise section 53.301-25 to read as follows:

53.301-25 Performance Bond.

PERFORMANCE BOND (See instructions on reverse)			DATE BOND EXECUTED (Must be same or later than date of contract) OMB Control Expiration Date Expi					l Number: 9000-0045 ate: DATE	
1995 9000 sugg	You do not need 0045. We estimat	ct Statement - This information collection meets to answer these questions unless we display a te that it will take 60 minutes to read the instructing this burden, or any other aspects of this col., DC 20405.	valid Office of Management and ions, gather the facts, and answ	d Budget (OM E er the question	B) control number ns. Send only co	. The OMB	control number fo ating to our time e	r this collection	luding
PRIN	ICIPAL (Legal nam	e and business address)		TY	PE OF ORGANI	ZATION ("X	" one)		
					INDIVIDUAL	PAR	TNERSHIP	JOINT VE	NTURE
					CORPORATIO	N OTH	IER (Specify)		
				ST	ATE OF INCOR	PORATION			
SLID	ETV(IES) (Mame/s	and business address(es))				PENAL S	SUM OF BONE)	
JOIN				мі		THOUSAN			CENTS
					INTRACT DATE		CONTRACT NU	MBER	
OBLI	GATION:								
ourse ourse binds	elves, our heirs, ex elves in such sum "	urety(ies), are firmly bound to the United States scutors, administrators, and successors, jointly jointly and severally" as well as "severally" only everally with the Principal, for the payment of the	and severally. However, where for the purpose of allowing a joi	the Sureties a	re corporations a tions against any	cting as co- or all of us	sureties, we, the S For all other purp	Sureties, bit	nd Surety
	DITIONS:								
The	Principal has enter	ed into the contract identified above.							
THE	REFORE:								
The	above obligation is	void if the Principal-							
	(a)(1) Perfo	rms and fulfills all the understanding, covenants	, terms, conditions, and agreen	nents of the co	ntract during the	original tern	of the contract ar	nd any exte	nsions
	(2) Perfo	by the Government, with or without notice of the rms and fulfills all the undertakings, covenants, the modifications to the Surety(ies) are waived.	5.00 (0.00)	35.55				t that here	after are
	(b) Pays	to the Government the full amount of the taxes i or withheld from wages paid by the Principal in						er III, Bonds	, which
MITIN	IESS:								
The I	Principal and Suret	y(ies) executed this performance bond and affix	ed their seals on the above date	e.					
			PRINCIPAL					1	
SIGN	ATURE(S)	1.	2.		3.				
		(Seal)	2.	(Seal	3.		(Seal)	Corp	orate
	E(S) & LE(S)							S	eal
	xed)		INDIVIDUAL SURET	//IE6)					
(Ty			INDIVIDUAL SURET	7 (IES)					
		1.		۷.					
(Ту;	NATURE(S)	1.	(Seal)	2.					(Sea
SIGI	E(S)	1.	(Seal)	2.					(Sea
SIGI	E(S)		(Seal)	2.					(Sea
SIGI IAME Type	E(S)			2. Y(IES)	CORPORATION	LIAE	BILITY LIMIT (\$)		
SIGI SIGI NAME Type	E(S) d) NAME &			2. Y(IES)	CORPORATION	LIAE	BILITY LIMIT (\$)		(Sea

				STATE OF INCORPORATION	LIABILITY LIMIT (\$)		
8	NAME & ADDRESS			STATE OF INCORPORATION	EMBIETT EIWIT (9)	Corporate	
SURETY	SIGNATURE(S)	1.		2.	2.		
ร	NAME(S) & TITLE(S) (Typed)	1.		2.			
v	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT (\$)		
SURETY	SIGNATURE(S)	1.		2.		Corporate Seal	
SU	NAME(S) & TITLE(S) (Typed)	1.		2.		Seal	
0	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT (\$)		
SURETY	SIGNATURE(S)	1.		2.		Corporati Seal	
S	NAME(S) & TITLE(S) (Typed)	t.		2.			
п	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT (\$)		
SUREIT	SIGNATURE(S)	1.		2.	117	Corporat Seal	
S	NAME(S) & TITLE(S) (Typed)	1.0		2.	2.		
_	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT (\$)		
SURETY	SIGNATURE(S)	1.		2.	**	Corporat Seal	
S	NAME(S) & TITLE(S) (Typed)	1.0		2.			
b	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT (\$)		
SURETY	SIGNATURE(S)	1.		2.		Corporat Seal	
SO	NAME(S) & TITLE(S) (Typed)	1.		2.		Coan	

BOND PREMIUM	RATE PER THOUSAND (\$)	TOTAL (\$)	
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- 1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- 2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- 3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.
- (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.
- (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
- 4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- 5. Type the name and title of each person signing this bond in the space provided.

STANDARD FORM 25 (REV. DATE) BACK

5. Revise section 53.301-25A to read as follows:

53.301-25A Payment Bond.

_		Wester Bosse	DATE BOND EXECUTED (Mu	st be same or la	ter than date of		
		YMENT BOND structions on reverse)	contract)	OMB Control N Expiration Date	umber: 9000-0045 e: DATE		
199 900 sug	5. You do not nee 0-0045. We estim	Act Statement - This information collection at to answer these questions unless we dis nate that it will take 60 minutes to read the is ting this burden, or any other aspects of to on, DC 20405.	play a valid Office of Manageme nstructions, gather the facts, and	ent and Budget of d answer the qu	(OMB) control nu estions. Send or	mber. The OMB contro ly comments relating to	I number for this collection is our time estimate, including
PR	NCIPAL (Legal na	nme and business address)			TYPE OF OR	GANIZATION ("X" one)	
					INDIVIDU	JAL PARTNER	SHIP JOINT VENTURE
					CORPOR	RATION OTHER (S	(pecify)
					STATE OF IN	CORPORATION	
SU	RETY(IES) (Name	(s) and business address(es))				PENAL SUM	OF BOND
					MILLION(S)	THOUSAND(S) HU	NDRED(S) CENTS
					CONTRACT	DATE CONTRA	CT NUMBER
OE	BLIGATION:						
sui wh "se joii	m. For payme ere the Suretie everally" only f ntly and severa	I and Surety(ies), are firmly bound int of the penal sum, we bind ours es are corporations acting as co-s or the purpose of allowing a joint ally with the Principal, for the payr amount of the penal sum.	elves, our heirs, executor sureties, we, the Sureties, action or actions against	rs, administr , bind oursel any or all of	ators, and su ves in such s us. For all ot	ccessors, jointly ar um "jointly and sev her purposes, eac	nd severally. However, rerally' as well as h Surety binds itself,
CC	ONDITIONS:						
sul	bcontractor of	ation is void if the Principal promp the Principal for furnishing labor, ed modifications of the contract th	material or both in the pro	secution of	the work prov	ided for in the con	tract identified above,
W	TNESS:						
Th	e Principal and	d Surety(ies) executed this payme	ent bond and affixed their	seals on the	e above date.		
_			PRINCIPA	Λ1			
-		1.	2.	3.	Š.		
SIG	NATURE(S)	(Seal)		(Seal)		(Seal)	Corporate
TIT	ME(S) & LE(S)	1.	2.	3.		,/	Seal
(/y	ped)		INDIVIDUAL SUF	RETY(IES)			
SIG	NATURE(S)	1.	(Seal)	2.			(Seal)
	ME(S) ped)	1.	(Geal)	2.			(ocu)
-			CORPORATE SU	RETY(IES)			
<	NAME & ADDRESS				CORPORATION	LIABILITY LIMIT	
SURETY #	SIGNATURE(S)	1.		2.		¥	Corporate Seal
SUF	NAME(S) & TITLE(S) (Typed)	1.		2.			Jean

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STANDARD FORM 25A (REV. DATE)
Prescribed by GSA-FAR (48 CFR) 53.2228(c)

	CORPORA	TE SURETY(IES) (Continued)	
NAME & ADDRESS		STATE OF INCORPORATION LIABILITY L	IMIT
SIGNATURE(S) 1.		2.	Corporate Seal
SIGNATURE(S) NAME(S) & TITLE(S) (Typed)	1.	2.	
NAME & ADDRESS		STATE OF INCORPORATION LIABILITY L	IMIT
SIGNATURE(S) NAME(S) &	1.	2.	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1.	2.	01/04/05/00/04/05
NAME & ADDRESS		STATE OF INCORPORATION LIABILITY L	IMIT
SIGNATURE(S)	1.	2.	Corporate Seal
SIGNATURE(S) NAME(S) & TITLE(S) (Typed)	1.	2.	
NAME & ADDRESS		STATE OF INCORPORATION LIABILITY I	LIMIT
SIGNATURE(S)	1.	2.	Corporate Seal
SIGNATURE(S) NAME(S) & TITLE(S) (Typed)	1.	2.	
NAME & ADDRESS SIGNATURE(S) NAME(S) &		STATE OF INCORPORATION LIABILITY I	LIMIT
SIGNATURE(S)	1.	2.	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1.	2.	
NAME & ADDRESS		STATE OF INCORPORATION LIABILITY I	LIMIT
SIGNATURE(S)	1.	2.	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1.	2.	

- 1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
- 2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- 3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.
- (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.
- (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
- 4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- 5. Type the name and title of each person signing this bond in the space provided.

STANDARD FORM 25A (REV. DATE) BACK

6. Revise section 53.301-34 to read as follows:

53.301-34 Annual Bid Bond.

ANNUAL BID BOND	DAT	E BOND EXEC	JIED	OMB Contro	ol Number: 90	00-0045
(See instructions on reverse)				Expiration D	Date: DATE	
Paperwork Reduction Act Statement - This information collection meets the requir 1995. You do not need to answer these questions unless we display a valid Office 0000-0045. We estimate that it vill take 60 minutes to read the instructions, gath- suggestions for reducing this burden, or any other aspects of this collection of Street, NW. Washinaton, DC 20405.	e of Manageme er the facts, an	ent and Budget d answer the qu	(OMB) control numb estions. Send only	er. The OMB control comments relating to	number for this co our time estimate,	including
PRINCIPAL (Legal name and business address)			_	ANIZATION ("X" one)		
			INDIVIDUAL		SHIP JOINT	VENTUR
			CORPORA		(pecify)	
			STATE OF INCO	DRPORATION		
SURETY(IES) (Name, business address, and state of incorporation)				PENAL SUM (OF BOND	
			MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
			BIDS TO BE S	SUBMITTED DURING	G FISCAL YEAR E	NDING
ACENION TO MANICINA PRO ADE TO DE CUIDANTES						
AGENCY TO WHICH BIDS ARE TO BE SUBMITTED			Se	ptember 30, 20		
OBLIGATION:						
We, the Principal and Surety(ies), are firmly bound to the United States sufficient to indemnify the Government in case of the default of the Prin heirs, executors, administrators, and successors, jointly and severally.						
CONDITIONS:						
supplies or services to the Government. The Principal desires that all o						
The Principal contemplates submitting bids from time to time during the supplies or services to the Government. The Principal desires that all o instead of by a separate bid bond for each bid. THEREFORE: The above obligation is void and of no effect if the Principal - (a) upon a acceptance (sixty (60) days if no period is specified), executes the furth	of those bids s	submitted for o	pening during the	fiscal year be cov	ered by a single	n for
supplies or services to the Government. The Principal desires that all o instead of by a separate bid bond for each bid. THEREFORE: The above obligation is void and of no effect if the Principal - (a) upon a acceptance (sixty (60) days if no period is specified), executes the furth accepted within the time specified (ten (10) days if no period is specified contractual documents and give the bond(s), pays the Government for WITNESS:	of those bids s acceptance be ner contractue and) after recei any cost of a	y the Governmal documents by of forms by cquiring the w	pening during the ment of any such b and gives the bon the Principal; or (I	fiscal year be covoid within the period d(s) required by the b) in the event of fa	ered by a single d specified there e terms of the bia	n for
supplies or services to the Government. The Principal desires that all o instead of by a separate bid bond for each bid. THEREFORE: The above obligation is void and of no effect if the Principal - (a) upon a acceptance (sixty (60) days if no period is specified), executes the furth accepted within the time specified (the (10) days if no period is specified contractual documents and give the bond(s), pays the Government for WITNESS: The Principal and Surety(ies) executed this bid bond and affixed their seconds.	of those bids s acceptance be ner contractue and) after recei any cost of a	y the Governmal documents by of forms by cquiring the w	opening during the ment of any such b and gives the bon the Principal; or (ork which exceed	oid within the period d(s) required by the b) in the event of fe s the amount of the	ered by a single d specified there e terms of the bia	n for
supplies or services to the Government. The Principal desires that all o instead of by a separate bid bond for each bid. THEREFORE: The above obligation is void and of no effect if the Principal - (a) upon a acceptance (sixty (60) days if no period is specified), executes the furth accepted within the time specified (ten (10) days if no period is specified contractual documents and give the bond(s), pays the Government for WTNESS:	acceptance b acceptance b ner contractue d) after recei any cost of a	y the Government of the control of t	opening during the ment of any such b and gives the bon the Principal; or (ork which exceed	fiscal year be covoid within the period d(s) required by the b) in the event of fa	ered by a single d specified there e terms of the bia	n for
supplies or services to the Government. The Principal desires that all o instead of by a separate bid bond for each bid. THEREFORE: The above obligation is void and of no effect if the Principal - (a) upon a acceptance (sixty (60) days if no period is specified), executes the furth accepted within the time specified (ten (10) days if no period is specifie contractual documents and give the bond(s), pays the Government for WITNESS: The Principal and Surety(ies) executed this bid bond and affixed their s SIGNATURES	of those bids s acceptance be ner contractue and) after recei any cost of a	y the Government of the control of t	opening during the ment of any such b and gives the bon the Principal; or (ork which exceed	oid within the period d(s) required by the b) in the event of fe s the amount of the	ered by a single d specified there e terms of the bia	n for
supplies or services to the Government. The Principal desires that all o nstead of by a separate bid bond for each bid. THEREFORE: The above obligation is void and of no effect if the Principal - (a) upon acceptance (sixty (60) days if no period is specified), executes the furth accepted within the time specified (ten (10) days if no period is specified ontractual documents and give the bond(s), pays the Government for WITNESS: The Principal and Surety(ies) executed this bid bond and affixed their s SIGNATURES 1.	of those bids seacceptance be ner contractued any cost of a seals on the a PRINCIP.	y the Government of the second	opening during the ment of any such b and gives the bon the Principal; or (ork which exceed	oid within the period d(s) required by the b) in the event of fe s the amount of the	ered by a single d specified there e terms of the bia	n for
supplies or services to the Government. The Principal desires that all onstead of by a separate bid bond for each bid. THEREFORE: The above obligation is void and of no effect if the Principal - (a) upon a acceptance (sixty (60) days if no period is specified), executes the furth accepted within the time specified (ten (10) days if no period is specified contractual documents and give the bond(s), pays the Government for WTNESS: The Principal and Surety(ies) executed this bid bond and affixed their s SIGNATURES 1. (Seal)	of those bids seacceptance be ner contractued any cost of a seals on the a PRINCIP.	y the Government of the second	opening during the ment of any such b and gives the bon the Principal; or (ork which exceed	oid within the period d(s) required by the b) in the event of fe s the amount of the	ered by a single d specified there e terms of the bia	n for d as the furth
supplies or services to the Government. The Principal desires that all onstead of by a separate bid bond for each bid. THEREFORE: The above obligation is void and of no effect if the Principal - (a) upon a acceptance (sixty (60) days if no period is specified), executes the furth accepted within the time specified (ten (10) days if no period is specified contractual documents and give the bond(s), pays the Government for WTNESS: The Principal and Surety(ies) executed this bid bond and affixed their s SIGNATURES 1. (Seal)	of those bids s acceptance beer contractue did after recei any cost of a seals on the a PRINCIP	y the Government of the second	opening during the ment of any such b and gives the bon the Principal; or (ork which exceed	oid within the period d(s) required by the b) in the event of fe s the amount of the	ered by a single d specified there e terms of the bia	n for d as the furth
supplies or services to the Government. The Principal desires that all onstead of by a separate bid bond for each bid. THEREFORE: The above obligation is void and of no effect if the Principal - (a) upon acceptance (sixty (60) days if no period is specified), executes the furth accepted within the time specified (ten (10) days if no period is specified outractual documents and give the bond(s), pays the Government for WITNESS: The Principal and Surety(ies) executed this bid bond and affixed their signatures SIGNATURES 1. (Seal)	acceptance bener contractually after received any cost of a seals on the a PRINCIP.	y the Government of the second	opening during the ment of any such b and gives the bon the Principal; or (ork which exceed	oid within the period d(s) required by the b) in the event of fe s the amount of the	ered by a single d specified there e terms of the bia	n for d as the furth
supplies or services to the Government. The Principal desires that all onstead of by a separate bid bond for each bid. THEREFORE: The above obligation is void and of no effect if the Principal - (a) upon a caceptance (sixty (60) days if no period is specified), executes the furth accepted within the time specified (ten (10) days if no period is specified contractual documents and give the bond(s), pays the Government for WITNESS: The Principal and Surety(ies) executed this bid bond and affixed their s SIGNATURES 1. (Seal)	of those bids s acceptance beer contractue did after recei any cost of a seals on the a PRINCIP	y the Government of the second	opening during the ment of any such b and gives the bon the Principal; or (ork which exceed	oid within the period d(s) required by the b) in the event of fe s the amount of the	d specified there e terms of the bialiure to execute bid.	n for d as the furthe
supplies or services to the Government. The Principal desires that all onstead of by a separate bid bond for each bid. THEREFORE: The above obligation is void and of no effect if the Principal - (a) upon a caceptance (sixty (60) days if no period is specified), executes the furth accepted within the time specified (ten (10) days if no period is specified contractual documents and give the bond(s), pays the Government for WITNESS: The Principal and Surety(ies) executed this bid bond and affixed their s SIGNATURES 1. (Seal)	acceptance bener contractually after received any cost of a seals on the a PRINCIP.	y the Government of the second	opening during the ment of any such b and gives the bon the Principal; or (ork which exceed	oid within the period d(s) required by the b) in the event of fe s the amount of the	d specified there e terms of the bialiure to execute bid.	n for d as the furth
supplies or services to the Government. The Principal desires that all onstead of by a separate bid bond for each bid. THEREFORE: The above obligation is void and of no effect if the Principal - (a) upon a acceptance (sixty (60) days if no period is specified), executes the furth accepted within the time specified (ten (10) days if no period is specified outractual documents and give the bond(s), pays the Government for MTNESS: The Principal and Surety(ies) executed this bid bond and affixed their significant specified (Seal) SIGNATURES 1. (Seal) 2. (Seal)	acceptance bener contractually after received any cost of a seals on the a PRINCIP.	y the Government of the Govern	opening during the ment of any such b and gives the bon the Principal; or (ork which exceed	oid within the period d(s) required by the b) in the event of fe s the amount of the	d specified there e terms of the bialiure to execute bid.	n for d as the furth
supplies or services to the Government. The Principal desires that all onstead of by a separate bid bond for each bid. THEREFORE: The above obligation is void and of no effect if the Principal - (a) upon a acceptance (sixty (60) days if no period is specified), executes the furth accepted within the time specified (the (10) days if no period is specifie contractual documents and give the bond(s), pays the Government for MTNESS: The Principal and Surety(ies) executed this bid bond and affixed their significant specified (see all) SIGNATURES 1. (Seal) 2. (Seal) (Seal) INDI	of those bids seacceptance because on the approximately after received any cost of a seals on the approximately after a seals on the approximately after a seals on the approximately ap	y the Government of the Govern	opening during the ment of any such b and gives the bon the Principal; or (ork which exceed	oid within the period d(s) required by the b) in the event of fe s the amount of the	d specified there e terms of the bialiure to execute bid.	n for d as the furthe
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- 1. This form is authorized for use in the acquisition of supplies and services, excluding construction, in lieu of Standard Form 24 (Bid Bond). Any deviation from this form will require the written approval of the Administrator of General Services.
- 2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- 3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein.
- (b) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
- 4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- 5. Type the name and title of each person signing this bond in the space provided.
- 6. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

STANDARD FORM 34 (REV. DATE) BACK

7. Revise section 53.301-35 to read as follows:

53.301-35 Annual Performance Bond.

ANNUAL PERFORMANCE BOND		ATE BOND EXECUTED		OMB Control Number	
(See instructions on reverse)			0	Expiration Date: DA	TE
Paperwork Reduction Act Statement - This information collection meets the 1995. You do not need to answer these questions unless we display a vail 9000-0045. We estimate that it will take 25 minutes to read the instruction suggestions for reducing this burden, or any other aspects of this collect Street, NW, Washington, DC 20405.	lid Offi s, gath	ce of Management and Budget (Of ner the facts, and answer the quest	MB) control n tions. Send of	umber. The OMB control numb only comments relating to our tir	er for this collection is ne estimate, including
PRINCIPAL (Legal name and business address)			TYP	E OF ORGANIZATION ("X" one)
			INDIVIDU	JAL PARTNERSHIP	JOINT VENTURE
			CORPOR	RATION OTHER (Specify)	
		Ē	STATE OF IN	ICORPORATION	
SURETY(IES) (Name(s) and business address(es))		+		PENAL SUM OF BO	OND
CONCETT (IEC) (Name (S) and Dusiness address(es))		}	MILLION(S		DRED(S) CENTS
		-	EISC	CAL YEAR ENDING	
			1100	DAL TEAK ENDING	
				September 30, 20	
AGENCY REPRESENTING THE GOVERNMENT					
ORLIGATION					
OBLIGATION: We, the Principal and Surety(ies), are firmly bound to the United S	State	of America (hereinafter called	the Gover	nment) in the above nenal s	um. For payment o
the penal sum, we bind ourselves, our heirs, executors, administra	ators	and successors, jointly and s	everally.	minenty in the above penal s	ani. Toi paymone c
CONDITIONS:					
The Principal contemplates entering into contracts, from time to til above, for furnishing supplies or services to the Government. The performance bond for each contract.	ime d e Prir	uring the fiscal year shown about cipal desires that all of those of	ove, with the contracts be	e Government department of e covered by one bond inste	or agency shown ad of by a separate
THEREFORE:					
The above obligation is void if the Principal - (a) performs and fulficontracts entered into during the original term and any extensions guaranty required under the contracts; and (b) performs and fulfill authorized modifications of those contracts, that subsequently are	s gran	ited by the Government with or he undertakings, covenants, to	r without no erms, condi	tice to the surety(ies) and d tions, and agreements of an	uring the life of any
WITNESS:					
The Principal and Surety(ies) executed this performance bond an	d affi	xed their seals on the above d	ate.		
SIGNATURES			AMES AN	D TITLES (Typed)	
1. Pl	RINC	IPAL 1.			
2. (5	Seal)	2.			
2.		2.			Corporate Seal
(3	Seal)				Cour
3.		3.			
	_				
	Seal)	SURETIES			
1.	JOAL	1.			
	Seal)				
2.		2.			
(5	Seal)				
CORPO	DRA	E SURETY			
the.		Le			
					Corporate
2.		2.			Seal

AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is NOT usable STANDARD FORM 35 (REV. DATE)
Prescribed by GSA - FAR (48 CFR) 53.228(g)

- 1. This form is authorized for use in the acquisition of supplies and services, excluding construction, in lieu of Standard Form 25 (Performance Bond). Any deviation from this form will require the written approval of the Administrator of General Services.
- 2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- 3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein.
- (b) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
- 4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- 5. Type the name and title of each person signing this bond in the space provided.
- 6. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror".

STANDARD FORM 35 (REV. DATE) BACK

BILLING CODE 6820-EP

[FR Doc. 2016-16248 Filed: 7/13/2016 8:45 am; Publication Date: 7/14/2016]